To support a bill of strict interpleader there must be adverse claims mutually exclusive; if all the claims may be enforceable, obviously there is no occasion for interpleader. *Nat'l Life Ins. Co.* v. *Pingrey*, 141 Mass. 411; *Bassett* v. *Leslie*, 123 N. Y. 396. See 22 HARV. L. REV. 294. Where many claims are sought to be satisfied out of a fund inadequate to satisfy all, the requirement of mutual exclusiveness should not be applied so nicely as to defeat equitable relief. See *School Dist.* v. *Weston*, 31 Mich. 85. Where the plaintiff bases his right in equity on grounds other than those of strict interpleader, and where he is seeking further equitable relief than that of negative injunction, his bill is in the nature of interpleader. See *Illingworth* v. *Rowe*, 52 N. J. Eq. 360. Such a bill lies at the suit of a mortgagor seeking redemption of the mortgage against adverse claimants to the mortgage debt, or to remove the encumbrance of mechanics' liens. *Koppinger* v. *O'Donnell*, 16 R. I. 417; *Illingworth* v. *Rowe*, *supra*. Since the mechanics' liens in the principal case are invalid, there seems to be no ground for a bill in the nature of interpleader. But A claims the fund exclusively of all the subcontractors, for he denies any liability to B, and on the facts there is mutual exclusiveness, in the sense that each claim exhausts the stake. See *Aleck* v. *Jackson*, 49 N. J. Eq. 507.

JOINT WRONGDOERS — DISTINCTION BETWEEN JOINT TORTFEASORS AND CONTRIBUTORS TO INJURY. — The defendant was one of several independent upper riparian owners, refuse from whose mines destroyed the value of the plaintiff's sand-bar in such a manner that it was very difficult to prove how much of the damage was done by each. *Held*, that the plaintiff can recover only for the damage done by this defendant. *Pulaski Anthracite Coal Co.* v. *Gibboney Sand Bar Co.*, 66 S. E. 73 (Va.).

Tortfeasors are jointly and severally liable not only where they have acted in concert, or for a common purpose, but also where their originally independent acts have united to cause a single, inseparable injury. *Slater* v. *Mersereau*, 64 N. Y. 138; *Barnes* v. *Masterson*, 38 N. Y. App. Div. 612. It does not follow, however, that because it is very difficult to separate injuries into component parts, they form a single injury. *Little Schuylkill Navigation, etc. Co.* v. *Richards's Adm'r*, 57 Pa. St. 142. So even though an act, otherwise lawful, becomes a nuisance because other independent acts contribute, each tortfeasor is liable only for his share. *Harley* v. *Merrill Brick Co.*, 83 Ia. 73. It is true that equity will restrain all such independent tortfeasors by a single bill analogous to a bill of peace. *Lockwood Co.* v. *Lawrence*, 77 Me. 297. See POMEROY EQ. JURIS., 3 ed., § 269. But one injunction merely prevents each defendant from doing what he has no right to do, whereas one judgment would exact payment for a wrong done by another. *Blaisdell* v. *Stephens*, 14 Nev. 17. In the principal case, each bit of the defendant's refuse harms a distinct bit of the plaintiff's sand-bar, though it is practically difficult to measure their combined extent. *Swain* v. *Tennessee Copper Co.*, 111 Tenn. 430. But if his refuse united with that of the others to form a single injurious compound, a clear case of joint and several liability would be found.

LANDLORD AND TENANT — CONDITIONS AND COVENANTS IN LEASES — EFFECT OF COVENANT NOT TO ASSIGN UPON CONVEYANCE BETWEEN TENANTS IN COMMON. — A leased to B and C with a condition and covenant against assignment by the lessees. B assigned his interest to C. A with knowledge of the assignment accepted rent from C. *Held*, that C is entitled to exercise an option of renewal in the original lease. *Spangler* v. *Spangler*, 104 Pac. 995 (Cal., Ct. App.).

Inasmuch as the conveyance of his interest by one of two tenants in common to the other does not introduce a new tenant, it seems consistent with both the letter and the intent of the lease to hold that such a conveyance is not a breach of a condition or joint covenant not to assign. See *Roosevelt* v. *Hopkins*, 33

N. Y. 81; *Randol* v. *Scott*, 110 Cal. 590. The weight of authority, however, is opposed to this view. *Tober* v. *Collins*, 130 Ill. App. 333; *Varley* v. *Coppard*, L. R. 7 C. P. 505. The analogous conditions in insurance policies against "assignment or sale of the premises" have been held not to be broken by a conveyance of his interest by one joint owner to the other. *Hoffman* v. *Ætna, etc. Ins. Co.*, 32 N. Y. 405. See *Lockwood* v. *Middlesex, etc. Co.*, 47 Conn. 553. But even if the assignment in the principal case was a cause of forfeiture, it was waived by the acceptance of rent from the assignee with full knowledge of the facts. *Arnsby* v. *Woodward*, 6 B. & C. 519. The assignment was therefore unimpeachable, and the right to demand a renewal of the lease could be exercised by the assignee. *Barclay* v. *Steamship Co.*, 6 Phila. (Pa.) 558; *Piggot* v. *Mason*, 1 Paige (N. Y.) 412. This right is not altered by the fact that the original covenant to renew was made to several jointly, while its enforcement is sought by a single person. *Blount* v. *Connoly*, 110 Mo. App. 603. But see *Tober* v. *Collins*, *supra*; *Finch* v. *Underwood*, 2 Ch. D. 310, 316.

LEGACIES AND DEVISES — PARTICULAR INSTANCES OF CONSTRUCTION — DEVISE OF LAND TO UNPAID VENDOR. — A purchaser of real estate on which the full purchase price was unpaid devised the land to the vendor. After his death the vendor brought this action against the executor for the purchase price. *Held*, that he cannot recover. *Salvation Army* v. *Penfield*, 123 S. W. 539 (Mo., Kan. City Ct. App.).

As soon as a contract to purchase land is completed, equity treats the sale as completed and the purchaser becomes the equitable owner. *Seton* v. *Slade*, 7 Ves. 264, 274. Such an estate can be devised by the purchaser. *Alleyn* v. *Alleyn*, Moseley 262. That the purchase money is unpaid at the testator's death does not show that the intent of the testator was that the land should pass encumbered to the heir. *Hood* v. *Hood*, 3 Jur. N. S. 684. But such encumbrance, wherever possible, must be paid from the personal estate of the testator. *Langford* v. *Pitt*, 2 P. Wms. 628, 632. The principal case is, therefore, clearly erroneous, for the land descended to the devisee and the executor should have been ordered to pay the purchase price. The fact that the same person was both vendor and devisee is immaterial. It has even been held that where the same man is executor, devisee, and vendor, he can, as devisee, compel the purchase price to be paid to himself from the testator's personal estate. *Coppin* v. *Coppin*, 2 P. Wms. 290, 295.

MUNICIPAL CORPORATIONS — FRANCHISES AND LICENSES — CONTRACT NOT TO REGULATE RATES OF PUBLIC SERVICE COMPANIES. — A city granted a franchise to a street railway company, stipulating that the company should have a right to charge five cent fares, and that the city would not reduce such rates. The granting of the franchise was beyond the powers of the city, but the grant was subsequently ratified by the legislature. By ordinance, the city later reduced the fares. *Held*, that the ordinance is invalid. *City of Minneapolis* v. *Minneapolis Street Railway Co.*, U. S. Sup. Ct., Jan. 3, 1910. See NOTES, p. 388.

MUNICIPAL CORPORATIONS — OFFICERS AND AGENTS — DISQUALIFICATION BECAUSE OF INTEREST. — A city council passed an ordinance providing for improvements to a certain street upon which X, one of the councilmen voting for the ordinance, owned abutting property. Without his vote the ordinance could not have been passed. A bill was brought to have the ordinance decreed invalid on the ground that the vote of X was void. *Held*, that the vote of X is valid. *Gardner* v. *City of Bluffton*, 89 N. E. 853 (Ind. Sup. Ct.).

It is a general principle of our law that a fiduciary cannot act in a transaction in which his personal interest conflicts with his duty as a fiduciary. Instances of this are found in the law of agency, private corporations, and trusts. *People* v. *Township Board*, 11 Mich. 222; *Aberdeen R. R. Co.* v. *Blaikie Bros.*, 1 Macq.